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the right of parties to make a *bona fide* compromise after judgment would be seriously impaired. Of course, actual fraud upon the attorney entitles him to have the settlement set aside to the extent of his lien. *Desamen v. Butler Bros.* (1912) 118 Minn. 198, 136 N. W. 747; see *Jones v. Duff Grain Co.* (1903) 69 Neb. 91, 94, 95 N. W. 1. If, pending appeal, when the final outcome is still uncertain, a *bona fide* settlement is made, then the lien attaches to the settlement, and the amount thereof determines the attorney's fee. *Nichols v. Orr* (1917) 63 Colo. 333, 166 Pac. 561; *Boyle v. Metro. St. Ry.* (1908) 134 Mo. App. 71, 114 S. W. 558; *Rickel et al. v. Chi., etc. R. R.* (1900) 112 Iowa 148, 83 N. W. 957. *Contra*, *Baxter v. Connor* (1907) 119 App. Div. 450, 104 N. Y. Supp. 327; *Hammond, etc. R. R. v. Kaput* (1915) 61 Ind. App. 543, 110 N. E. 109. That the settlement in the instant case was made without the consent of the attorneys does not, following the better view, constitute "constructive fraud" upon them. *Nichols v. Orr, supra*. The fraud must be collusive, and aimed at them directly. *Stephens v. Metro. St. Ry.* (1911) 157 Mo. App. 656, 138 S. W. 904. Inasmuch as in the instant case the interveners were forewarned of the impending settlement, and there was no actual fraud practised upon them, the dissenting opinion is to be preferred.

ATTORNEY AND CLIENT—DISCHARGE OF ATTORNEY—MEASURE OF DAMAGES.—The defendant retained the plaintiff as attorney and legal adviser for a period of one year at a compensation of \$5200, payable \$100 weekly. The plaintiff acted and was paid under the contract for some five months when he was discharged without cause. The plaintiff sues for the balance due at \$100 per week from the time of discharge until the expiration of the contract term of retainer. On appeal from an unanimous decision of the Appellate Division affirming a dismissal of the complaint, *held*, the judgment will be reversed on the ground that since the employment was under a general retainer for a fixed period, the defendant broke the contract by discharging the plaintiff without cause. *Greenberg v. Remick & Co.* (N. Y. Ct. of App. 1920) 64 N. Y. L. J. 765.

As predicted in (1920) 20 COLUMBIA LAW REV. 792, the instant case limits the minority doctrine that, in contracts between attorney and client, there is an implied condition that the attorney may be dismissed at any time without cause. The result reached also accords with the view there declared to be sound that the measure of damages should be the entire contract price and not on the basis of a *quantum meruit*. The very fact that the minority doctrine is thus limited indicates that even the few courts which follow it feel uncomfortable in implying such a condition.

BILLS AND NOTES—SURETYSHIP—RELEASE OF SECURITY—DISCHARGE.—The defendants A and B jointly executed a note to the plaintiff. A, the appellant, signed as an accommodation maker. The plaintiff had notice. Later B, the principal, conveyed land to the plaintiff as security for the note, and subsequently, desiring to sell the property, he induced the plaintiff to convey the land to one R upon the latter's executing a mortgage and note. The plaintiff discovered an error in the note and returned it to the defendant B for correction. The note disappeared, and the plaintiff sued A as joint maker. A pleaded that he was a surety and that the plaintiff's release of the collateral discharged him *pro tanto*. The trial court ruled out all allegations with respect to suretyship and the plaintiff had a verdict. *Held*, one judge dissenting, the judgment must be reversed. *State Bank of Slayton v. Edwards et al.* (N. Dak. 1920) 177 N. W. 677.